



Barry-Henry: Spencer Junior  
MCI Shirley - W89745  
P.O. Box 1218  
Shirley, MA 01464

Temporary Address for Creditor

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re

MOTORS LIQUIDATION COMPANY et, al  
f/k/a General Motors Corp

Debtors,

*Endorsed Order:*  
*Denial, for failure to*  
*show a prima facie*  
*entitlement to relief.*

: Chapter 11 Case No.

: 09-50026 (REG)

*S/REG*  
*USBJ*  
*8/2/10*

**MOTION OF OBJECTION AND FOR SANCTIONS**  
**FOR VITIATION AND BAD FAITH ON BEHALF**  
**OF DEBTORS, IN BREACH OF ADR PROCEEDINGS**

Spencer moves this Honorable Court for sanctions, attorney fees, other fees and cost, but not limited to the agreed upon award of the agreed \$9,000,000 (Nine Million dollar) Claim Cap Amount ("Cap") pursuant to part F, of the alternative resolution procedures established in the Order, 11 U.S.C. § 105(a) and General Order M-390 Authorizing Implementation of Alternative Dispute Procedures, Including Mandatory Mediation (the "ADR Procedures") [Docket No. 5037] entered by the United States Bankruptcy Court for the Southern District of New York on February 23, 2010, the award (herein above-mentioned) and sanctions are intended to prevent unfair practice to the

litigants and ensure the congruity and integrity  
of the ADR Proceedings.

#### INTRODUCTION

Predicated upon a private injury/product  
liability/warranty, ect. claim being filed in the  
Commonwealth of Massachusetts Suffolk Superior  
Civil Court No. 2005-02304, Barry-Henry: Spencer  
Junior ("Spencer") Creditor moved to Attach the  
Debtor General Motors Corp. ("~~MLC~~" Motor Liquidation  
Co)-assets in the amount of \$12,500,000 (Twelve  
Million and Five Hundred Thousand Dollars) then MLC  
by their attorney moved to Stay the Case, based on  
this Bankruptcy Forum, hence, Spencer was sent a  
Proof of Claim, see annexed.

In accord with this Court's Order the Claim was  
properly filed, with the Insurer "The Garden City  
Group, Inc., by November 30, 2009, for an amount  
exceeding \$680,000,000 (Six Hundred and Eighty  
Million Dollars) for several Years of Stall tac-  
tics, and vitiation of the process based upon  
Spencer's Unrelated incarceration (that has so  
recently been overturned on Constitutional Error),  
However, at no time within the filing to present  
has the Debtor MLC contested nor objected to the  
claims of Spencer (Fed. R. Bankr. P 3007-1 Mass.  
Local Rules) by factual or legal grounds.

Upon the Debtor's Motion established in this Court's Order Pursuant to 11 U.S.C. § 105(a) and General Order M-390 Authorizing Implimentation of Alternative Dispute Procedures, Including Mandatory Mediation, Spencer sent an original Capping letter for \$30,000,000 (Thirty Million Dollars) that went unanswered, until one of the Debtor's Attorneys contacted Spencer's Brother from the Proof of Claim contact, and expressed the desire to enter ADR Proceedings, so based upon said conversation between Brothers Spencer sent Smolinsky a Damage Assessment, dated April 28, 2010.

Smolinsky and Sylvester-Richard: Spencer ("Sylvester") spoken of MLC's intent to less the Cap to \$9,000,000 (Nine Million Dollars) with a \$200,000 (Two-Hundred Thousand Dollar)(the **"Claim Settlement Floor"** a/k/a "CSF")

Spencer via Sylvester told Smolinsky the CSF was not in congruity with the original Motion he filed, nor the Court order that explicatedly expressed that Claims above \$500,000 (five-hundred Thousand Dollars) were only eligible for the ADP Proceedings. Sylvester told Spencer he and Smolinsky had words over the CSF number, thus, causing Smolinsky to become unprofessional in his words i.e. telling Sylvester to tell Spencer if he was so worried about the CSF, he'll write the release for the \$500,000,

x

or, He' ll just recommend the ADR process does not occur and he' ll put the case on the bottom of the pile, and most unprofessional was that it does not matter to him either way, cause MLC could change jurisdiction to New Jersey Bankruptcy Court where the laws are more lax, and MLC can expunge the debt of All Creditors.

After the subtle threats, coercion and intimidation He told Sylvester to express to me his intent and he will contact him again.

Spencer then Wrote another **Capping Proposal** Letter on May 17, 2010, expressing the intent of both parties to enter the ADR Proceedings to attempt to resolve the claims. Notibly, in the Letter Spencer made it clear that MLC and their Attorney again lessen the original Cap suggestion to 9 Million instead of 10 Million, so the lost Million should at least serve as the CSF, and also reminded the Attorney and MLC of their Motion, and that the Spencer Surviving Claim was not of the **Excluded Claims** in their Motion, thus, the CSE was inappropriate, and I would expect the other privileges for exchange of the Capping 9 Million. Spencer also provided a Certified Notice of Personal Representative, allowing Sylvester to have power to negotiate for him in the ADR Proceeding due to his incarceration, as aidant to move forward for both parties of interest, however, this was ignored.

Smolinsky on behalf of MLC, sent Spencer a Notice to Proceed in the ADR Procedures dated May 25, 2010, which contained sections A-H, Spencer made an objection to MLC's CSF (section C& D), and two question were asked, even though Objections had occurred, the agreement was signed, see annexed - hereto.

Notibly, Spencer wrote Smolinsky and MLC on the Agreement Letter, since none of the issues were addressed in the May 17th letter, and their agreement letter still expressed the same subject matter that was denied by Spencer via Sylvester, and in a letter. Spencer mailed Smolinsky the June 1, 2010 letter along with his agreement letter, and upon his receiving the letter he called Sylvester and was abusive, upset, and aggressive with more threats coercion and intimidation, since his earlier acts were herein explained (Jersey threat, ect.,) were called into play.

MLC nor their Attorneys have not responded to the agreed Cap, that is the basis of the ADR Proceedings. Spencer made a simple Counter-Offer in Good faith, yet The Debtors have failed to respond in accord with the due process of the ADR Proceedings.

#### JURISDICTION

This court has jurisdiction to consider this matter pursuant to 28 U.S.C. § 157 and 1334. This

Court also holds jurisdiction under the scope of 28 U.S.C. § 451, § 1651(a) and § 1927. However, contemporaneous this issue is core under 28 U.S.C. § 157, § 451, and § 1927.

#### MEMORANDUM IN SUPPORT

By the very terms of the ADR Proceedings the Creditor Spencer filed objections to abjection and euphemism threats, coercion and intimidation in present and future actions, to undermine the surviving Spencer Claims, thus, causing the ADR and Case Proceedings to multiply unnecessarily, unreasonably and vexatiously in violation of Part F - Failure to Comply with the ADR Procedures, and Bankruptcy Codes and Rules.

If a creditor files a counteroffer/objection the Debtors and Attorney have an obligation to respond, and at least show an attempt to have resolved the conflict, which has not occurred, in this case. It only shows a vicissitude of new rules not in congruity with the original motion, the Order of this Court nor the Bankruptcy Codes.

The terms of § 1927 is clear since it authorizes sanctions when a party multiplies "the proceedings of any case." Hence, courts are to apply § 1927 "to misconduct by an attorney in the course of the proceedings in a case before the court, not misconduct that occurs before the case appears on the Federal Court's docket." *Bender v. Freed*, 436 F.3d 747, 751.

Spencer's original claim in Massachusetts has been stayed due to this venue, thus, All discovery, the attachment of assets, and trial has been held in limbo, but as a remedy, He was offered this Creditor's venue, as All Creditors, yet, the Debtor is still multiplying the proceedings unreasonably.

Although Bankruptcy Court is not " Court of the United States" within the meaning of 28 U.S.C. §§ 451 and § 1927, it is a unit of District Court, which is a " Court of the United States," and thus Bankruptcy Court comes within scope of § 451; under 28 U.S.C. § 157 and standing order of the United States District Court...which delegates authority to the Bankruptcy Court...to hear cases under Title 11 U.S. Code as well as any and all proceedings necessary to hear and decide those cases, Bankruptcy Court has authority to impose sanctions under 28 U.S.C. § 1927. In re Schaefer Salt Recovery, Inc (2008 CA3 NJ) 542 F.3d 90, 50 BDC 144, CCH Bankkr L Rptr ¶ 81319

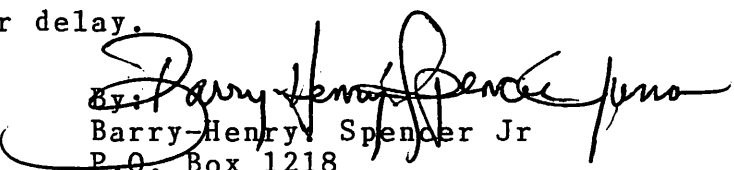
Now if this court is reminded of some pawn moves by the debtors to avoid sanctions or awards for the Creditor, Spencer reminds the court it may adopt without comment reasoning as in Continental Airlines, where the Bankruptcy Court reversed self and holds that it possesses no contempt powers, civil or criminal, and therefore it can act sua sponte under 28 U.S.C. § 157(d) recommends withdrawal of reference

of case to Bankruptcy Court, so the District Court can use full contempt powers to deal with gross misconduct of debtor and debtor's attorney, including crude tactics, filling scurrilous briefs, refusal to disclose...and numerous other abuses. see In re of Moody (1986 BC SD Tex) 64 BR 594, 15 CBC2d

Notibly, the District Court has power pursuant to 28 U.S.C. § 1651(a) to enjoin litigants who abused court system by harrassing their opponents also it prompted the Bankruptcy Courts to impose, its own, restrictions on debtor's frivolous litigation actions, thus, imposed strict criteria for future litigation. In re Armstrong (2003 BC DC Utah) 297 BR 154 aff'd, motion den (2004 BA P10) 309 BR 799.

#### CONCLUSION

It is well established that this case has been active since 2005 in state and federal venues, thus, five (5) years later this case has not completed any proceeding beyond providing an answer in the State forum, and the vexatious unreasonable delay in the ADR Proceedings again multiplying all the proceedings once again of the case, Spencer is entitled sanctions and award or the Capping agreement without further delay.

  
By: Barry-Henry Spencer Jr  
P.O. Box 1218

Dated: July 10, 2010 Shirley, MA 01464



APSO724687777

## UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

## PROOF OF CLAIM

Name of Debtor (Check Only One):

- ☒ Motors Liquidation Company (f/k/a General Motors Corporation)  
☐ MLCS, LLC (f/k/a Saturn, LLC)  
☐ MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)  
☐ MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.)

Case No.

09-50026 (REG)

09-50027 (REG)

09-50028 (REG)

09-13558 (REG)

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case, but may be used for purposes of asserting a claim under 11 U.S.C. § 503(b)(9) (see Item # 5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property): SPENCER, BARRY

Name and address where notices should be sent:

SPENCER, BARRY  
PO BOX 1218  
SHIRLEY, MA 01464-1218

☒ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: 05-02304  
(If known) MASSACHUSETTS  
SUFFOLK SUPERIOR Ct.  
Filed on: 2005

## Contact

Sylvester R. Spencer -

Telephone number: 617.719.4087 Brother

Email Address: srs Spencer1@comcast.net

Name and address where payment should be sent (if different from above):

Keep on Record Business Address  
BARRY H. SPENCER JR  
Care of: Post Office Box 191128  
Roxbury, MA 02119

Telephone number: see above

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☒ Check this box if you are the debtor or trustee in this case.

## Your Claim is Scheduled As Follows:



If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

1. Amount of Claim as of Date Case Filed, June 1, 2009:

\$ 682,000,000.00 negotiable

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5.

☒ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges. see Verified Proof of Claim annexed hereto

2. Basis for Claim: Breach of Contract(s), Impeding Commerce, personal injury  
(See instruction #2 on reverse side.) loss wages, Medical Bills, consortium, Property loss

3. Last four digits of any number by which creditor identifies debtor: Commercial Debt CD GM-2304

3a. Debtor may have scheduled account as:

(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Equipment ☒ Other  
Describe:

Value of Property: \$ \_\_\_\_\_ Annual Interest Rate 18 %

Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ \_\_\_\_\_

Basis for perfection: benefit of writ due to Bankruptcy Stay

Amount of Secured Claim: \$ 125,000,000.00 Amount Unsecured: \$ 557,000,000.00

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "reduced" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain in an attachment.

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

☒ Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☒ Wages, salaries, or commissions (up to \$10,950\*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).

☒ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).

☐ Up to \$2,425\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).

☒ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).

☐ Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2))  
☒ Other - Specify applicable paragraph of 11 U.S.C. § 507(a)( ).

Amount entitled to priority:

\$ 112,500,000.00

\*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

FOR COURT USE ONLY

Date: 8/16/09

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Barry Henry Spencer Junior  
Barry Henry: Spencer Junior, Secured Party, Auth. Rep.

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

Modified B10 (GCG) (12/08)

**VERIFIED PROOF OF CLAIM  
FOR  
COMMERCIAL DISHONOR**

**NOTICE OF FAULT AND OPPORTUNITY TO CURE**

CERTIFIED MAIL NUMBER: 7008 1830 0004 5593 6429

**Parties:** BARRY HENRY SPENCER JR./CREDITOR-PRINCIPAL & OWNER  
c/o POST OFFICE BOX 1218  
SHIRLEY, MA 01464-1218

TAMIKA NICLOE SCOTT/CREDITOR-PRINCIPAL & OWNER  
c/o 352 WALNUT AVE APT# 3 (CHANGE OF ADDRESS)  
ROXBURY, MA 02119

MOTORS LIQUIDATION COMPANY (f/k/a GENERAL MOTORS COPR.)  
c/o THE GARDEN CITY GROUP, Inc./DEBTOR  
Attn: Motors Liquidation Company Claims Processing  
POST OFFICE BOX 9386  
DUBLIN, OHIO 43017-4286

Original Claim was filed with CEO Wagner, then "allegedly processed" by ESIS GM (Results were never made public or available, nor was Creditor allowed Administrative Remedy(ies). Second opportunity to cure Commercial Default and Dishonor was filed in Massachusetts Suffolk Superior Civil Court 2005-02304. Case was stayed due to present Bankruptcy Chapter 11 No.09-50026 at all times the Attorney (ies) in Corporate capacity chosen not to honor the assumpsit and decided to argue resulting in Commercial DISHONOR UCC 3-501 to 3-505.

**STATEMENT OF FACTS**

1. Sometime between 1996-1997 General Motors Manufactured Cadillac vehicles, and sold them in the stream of commerce with an implied warranty insuring the merchantability of the product. Unbeknown, to GM as a good faith jester, there was a design defect in the fuel system, that will over time cause the fuel rail to Crack. Cracking would cause fuel leaks in the engine compartment, stalling due to fuel loss of pressure to the engine. Between 1996-1997 to 10/2004 this Commercial Liability existed without a Commercial Remedy, in violation of Commercial International Law and the State and Federal Constitution(s), also the color of State and Federal Law(s).

2. In January 2003, TAMIKA N. SCOTT purchased one of the above vehicles Green Eldorado 1997, from the Dealer Expressway Toyota, the vehicle experienced stalling and shutting off while in use on public ways. She returned the vehicle twice with witnesses due to problems. She was insured the vehicle was safe, so she had taken the vehicle. It was a weekend errand vehicle shopping, laundry, ect., see Affidavit of Creditor TIMIKA N. SCOTT.

3. On July 11, 2003, BARRY H. SPENCER JR, was on his way to his second job site Kara's Painting to get material(s) for a Catered function he had to do that weekend, when he had a vehicle turn onto the street in front of him, he changed lanes and was rear-ended and at this time the vehicle stalled and shut-off. Systems went Dead.

Private and Non-negotiable between parties

FORM: GM PROOF OF COMMERCIAL CLAIM

DEBTOR: GENERAL MOTORS CORPORATION

Creditor/Secured Parties: Barry-Henry: Spencer Junior & Tamika-Nicole: Scott

The Vehicle veered off road and into a tree, thus, causing SPENCER SUBSTANTIAL INJURY and DAMAGE, making him incapable to function as whole in Public and Private capacities. The injury(ies) caused several days of hospital care and after care resulting in more than \$27,000.00 in medical bills; loss wages, for two jobs and a new catering Business (Nafse's Catering & Bistro), the pain medication caused dependency (leading to additional Mental and physical injury) and He had problems in support of family and loss of consortium with SCOTT and His Children. see Affidavit of Creditor BARRY H. SPENCER JR.

4. GM was notified via. CEO Richard Wagner, and He referred the matter to the claims department for GM (ESIS GM). ESIS Requested I, BARRY H. SPENCER JR., provide information and sign releases. I complied. I requested a copy of the findings and a copy of the policy/administration criteria of how a claim is evaluated. ESIS GM never to this day complied with the request. I wrote and called the agent of ESIS but he would not provide any information. I then requested the appeal process or who was the supervisor due to the agent's recalcitrant behavior towards the Creditor's claim on the liability without a remedy. ESIS GM placed their parent corporation by their corporate capacity, in Default of the Assumpsit debt on the antecedent contract, trust agreement and commercial agreement, thus, the 1st evidence of Commercial Dishonor (UCC 3-502) is clearly established. This commercial debt could of been sold for BID to a third party, on the commercial Dishonor.

5. To establish a chance for GM to Honor and pay the assumpsit antecedent claim or find a reasonable settlement BARRY H. SPENCER JR and TAMIKA N. SCOTT filed a statute staple antecedent claim against GM for all herein above, some orally stated to lawyer(s) Eckert, Seamans, Cherin & Mellot (Jennifer M. Brooks, Sandy S. Shen, and Charlotte Bednar) in their corporate capacity, the lawyers further placed GM in commercial Dishonor for a corporate liability without a remedy available during SPENCER's Injury(ies) and losses. SPENCER and SCOTT filed the claim in Massachusetts Suffolk Superior Court No. 2005-02304, then moved for Writ of Attachment in the amount of \$12,500,000.00 (that was just denied 6/29/2009 pursuant to the Bankruptcy Stay Motion filed By Jennifer M. Brooks in the Suffolk Courty in Massachusetts, thus, the commercial Dishonor is ripe for sale to a third party on the International Commercial arena)

6. For the record, the bulk of this commercial dishonor resides with BARRY H. SPENCER JR., and this ORGANIZATION, TRADE NAME, TRADE MARK, DEBTOR, has a Secured Party/Creditor that is the Holder or Due Course of the GM Debt, he has an International Registered Private Tracking Number - RE 011-42-963 US and UCC-1 filed in Massachusetts - Secured Transaction Registry Number-200972913140 and Tamika N. Scott's consortim claim and my children are covered by Me, Authorized Representative, Bailor, Principal, Sentient Soul Man, Grantor, Reinsurer, Underwriter, Secured Party, Power-of Attorney, Barry-Henry: Spencer Junior. Further, I hold a foreign jurisdiction that supersedes any other that interferes with obligations of or impairment of contract obligations, between Me and any Debtor.

Private and Non-negotiable between parties

FORM: GM PROOF OF COMMERCIAL CLAIM

DEBIOR: GENERAL MOTORS CORPORATION

Creditors/Secured Parties: Barry-Henry: Spencer Junior & Tamika-Nicole: Scott

7. For the record, so there is no miscommunication between the CREDITOR(S) and the DEBTOR-MOTOR LIQUIDATION COMPANY (f/k/a GENERAL MOTORS CORPORATION). Notibly, to ensure my true intent regarding this assumpsit commercial debt in DISHONOR and DEFAULT (UCC 3-502), I am selling this debt at \$12,500,000.00 (Twelve Million, and Five Hundred Thousand) since that is what I asked for on the Writ of Attachment, or the debt pursuant to the Statute Staple Security Instrument Legal NOTICE AND DEMAND - TO ALL STATE, FEDERAL AND INTERNATIONAL PUBLIC OFFICERS (includes ALL other corporations) duly filed in Massachusetts International Registered Private Tracking Number - RE 011-42-963 UCC-1 Filed in Massachusetts (Secured Transaction Registry Number - 200972913140 BILLING COSTS ASSESSED WITH LEVIES AND LIENS UPON VIOLATIONS SHALL BE:

1. ABUSE OF AUTHORITY \$2,000,000.00 (TWO MILLION) US Dollars, per occurrence per agent/officer  
3 occurrences (ESIS GM Claim, Appeal, & MA Case No. 05-02304)  
6 agents/officers (ESIS Cl. Adj., Cl. Sup.& Mgr./MA Attry-Shen, Bednar & Brooks) . . \$36,000,000.00
2. VIOLATION OF SPEEDY TRIAL or ADMINISTRATIVE REVIEW  
\$2,000,000.00 (TWO MILLION) US Dollars per occurrence per agent or officer involved  
3 occurrences (ESIS CLAIM, APPEAL (PROLONGED w/o Remedy) and MA Case No.05-02304 -Automatic STAY)  
6 agents/officers (ESIS Cl. Adj., Cl. Sup.& Mgr/MA Attry-Shen, Bedner& Brooks) . . . \$36,000,000.00
3. DENIAL OF DUE PROCESS  
\$2,000,000.00 (TWO MILLION) US Dollor per occurrence per agent or officer involved  
3 occurrences (ESIS CLAIM, APPEAL (Denied syllogistic of Claim, No Appeal remedy), MA Case No. 05-02304 - Automatic Stay  
6 agents/officers . . . . . \$36,000,000.00
4. ABUSE OF DUE PROCESS  
\$2,000,000.00 (TWO MILLION) US Dollars per occurrence per agent or officer involved  
3 occurrences (vitiating process in ESIS Claim, No Administrative Remedy ESIS & MA Case - DISHONOR/STAY  
6 agents/officers . . . . . \$36,000,000.00
5. FREEDOM OR SPEECH  
\$2,000,000.00 (TWO MILLION) US Dollars per occurrence per agent or officer involved  
1 occurrence (ESIS CL. Adj. did not like to be questioned on claims process, was rude, hung up on, and denied the syllogistic of how the claim would be evaluated and the appeal process)  
1 agent . . . . . \$2,000,000.00
6. DISRESPECT BY JUDGE OR OFFICER  
\$2,000,000.00 (TWO MILLION) US Dollar per occurrence per agent or officer involved  
1 occurrence see above  
1 agent see above . . . . . \$2,000,000.00
7. THREAT, COERCION, DECEPTION, OR ATTEMPTED DECEPTION  
\$2,000,000.00 (TWO MILLION) US Dollars per occurrence per agent or officer involved  
3 occurrence (ESIS CLAIM PROCESS, DENIAL OF ESIS APPEAL & MA CASE DISHONOR/STAY)  
6 agents . . . . . \$36,000,000.00
8. CONSPIRACY  
\$2,000,000.00 (TWO MILLION) US Dollars per occurrence per agent or officer involved  
3 occurrences (ESIS GM & MA Case Attry-Corporate capicity)  
6 agents . . . . . \$36,000,000.00

Private and Non-negotiable between parties  
FORM: GM PROOF OF COMMERCIAL CLAIM  
DEBTOR: GENERAL MOTORS CORPORATION

Creditors/Secured Parties: Barry-Henry: Spencer Junior & Tamika Nicole Scott

9. AIDING AND ABETTING  
\$2,000,000.00 (TWO MILLION) US Dollars per occurrence per agent or officer involved  
3 occurrences (ESIS, GM & MA Case Attrys)  
9 agents . . . . . \$54,000,000.00

10. RACKETEERING  
\$2,000,000.00 (TWO MILLION) US Dollars per occurrence per agent or officer involved  
see above . . . . . \$54,000,000.00

11. UNLAWFUL DISTRAINT OR ENCROACHMENT OF PUBLIC HAZARD BOND FOR INJURY AND DAMAGE  
\$5,000,000.00 (FIVE MILLION) US Dollars per occurrence per agent or officer involved  
plus 18% annual interest since reported to GM CEO 2005  
3 occurrences (ESIS, GM & MA Attrys)  
9 agents . . . . . \$342,000,000.00

12. DESTRUCTION, DEPRIVATION, CONCEALMENT, DEFACING, ALIENATION, OR THEFT OF PUBLIC HAZARD BOND  
In addition to aforementioned (Bond Value was concealed in violation of limited liability Insurance  
fraud 15 USC, under the guise of being self insured)

13. BREACH OF ANTECEDENT CONTRACT, TRUST AGREEMENT OR COMMERCIAL AGREEMENT  
occurrences (Constitution(s) State & Federal, color of statute staple law(s) State & Federal,  
GM 's Manufacturer implied and/or expressed warranty of Merchandisability \$12,000,000.00

Commercial Assumpsit Debt to Creditor BARRY H. SPENCER JR GRAND TOTAL \$682,000,000.00

8. In good faith, I am willing to forgive majority of this commercial assumpsit due to a liability withot a remedy when I was injured and the further recalcitrant acts to added to the physical and emotional scars. I'm willing to offer, that (3) Cadillac Trucks fully equipted&(TV, CD-Movies, Music video games) are delivered to Tamika N. Scott with one Title in her name in two in Mine. A Check is Drafted in the Amount of \$100,000.00 for Tamika N. Scott is sent to her to exhaust her claim(s) (this will be Subtracted from the \$12,500,000.00) Ensure the Vehicles are insured for 7 years reasonable corporate rate (I will provide names of other drivers for mine).  
The remainder of the money about \$12,250,000.00 I would like to invest \$3,000,000.00 into GM by Stock dividend reinvestment. I then want an escrow account made for \$7,000,000.00 interest and bonds. The remainder I want in an account bearing my name with access, I would want two additional family members with access. Also in good faith I would expect a check for \$100,000.00 sent to me.

9. For the record, this is my Proof of Claim and Proof of Commercial DISHONOR, now if you want to accept my Good Faith offer I am willing to end this matter here, however if there is a problem and you wish to rehash or review the numbers we can start with the original commercial assumpsit debt \$682,000,000.00. This Notice is in the nature of a Miranda Warning. Take due heed of its contents.

10. Your Failure to timely do so leaves you in the position of accepting full responsibility for any and all liabilities for monetary damages, as indicated herein, that I incur by any adversely affecting injuries caused by your overt or covert actions or any of your fellow officers or agents in this or any other relevant matters described

Private and Non-negotiable between parties

FORM: GM PROOF OF COMMERCIAL CLAIM  
DEBTOR: GENERAL MOTORS CORPORATION

herein. You have ten (10) business days, from date received, to respond to and rebut the presumptions of this contract by submitting to me signed, certified, authenticated documents of the laws and/or ESIS, GM policy, regulations that rebut these presumptions point by point, On and for the Record under penalties of the law including perjury.

11. **For the record**, based upon the antecedent claim, contract, trust agreement or commercial agreement that was void due to the liability without remedy ALL General Motor Corporation officers, officials, agents and servants are bonded to fidelity, and are under ministerial duty. The implication of a trust is the implication of every duty proper to a trust. Basically, whoever is a fiduciary or in conscience chargeable as a fiduciary is expected to live up to them. Notably, being fiduciaries, the ordinary rules of evidence are reversed, you must obey the law. Also a ministerial officer is liable for an injury done, where his acts are clearly against the law.

12. **For the record**, notification of legal responsibility is the first essential of due process of law. Silence can only be equated with fraud where there is a legal or moral duty to speak or when an inquiry left unanswered would be intentionally misleading. Any and All other obligors/grantors who view this contract are obliged to timely and fully answer or accept the contract offer.

13. **The period for Debtors to respond to this offer of contract is ten (10) days.** Any party or public official wishing to answer, respond, refute, deny, object or protest any statement, term, declaration, denial or provision in this presentment (UCC 3-501) must do so by Lawful Protest within ten (10) days of the date of issuance or forever lose all rights, titles, interests, and the opportunity to plead. All such responses must be verified and have exhibits and factual evidence in support annexed thereto.

14. **Debtors may agree with this offer to contract; all statements, terms, declarations, denials and provisions herein by remaining silent.** Failure to timely respond to all such terms and provisions with which Debtors disagree comprises Debtors' stipulation and confession jointly and severally to acceptance of all statements, terms, declarations, denials and provisions herein as facts, the whole truth, correct, and fully binding on all parties.

15. **This document serves as Notice of Fault in the event Debtors fail to timely respond.**

16. **Notice of Default shall be issued no sooner than three (3) three days after Notice of Fault.** Default is final three (3) days after Notice of Fault is issued. Default comprises Debtors consent jointly and severally to be named as defendant(s) in various actions, administrative, judicial or commercial.

17. **Upon Default, all matters are settled res judicata and stare decisis.**

18. **Default comprises an estoppel of all actions, administrative,**

Private and Non-negotiable between parties

FORM: GM-PROOF OF COMMERCIAL CLAIM



PROOF OF MAILING AND CONTENTS MAILED

I, Barry-Henry: Spencer Junior, do hereby certify and affirm that on the date of November , 2009, I caused a true and correct copy of: Verified Proof of Claim For Commercial Dishonor Notice of Fault and Opportunity To Cure

Affidavit of Tamika-Nicole: Scott

Affidavit of Barry-Henry: Spencer Junior

Motion For Writ of Attachment

Copy of RECALL NOTICE

GM ADMINISTRATIVE MESSAGE

LEGAL NOTICE AND DEMAND-International Tracking Number-RE 011-42-963 US

to be served on the party interested below by placing said document(s) in an envelope addressed as follows:

The Garden City Group  
Attn: Motors Liquidation Company Claims Processing  
P.O. Box 9386  
Dublin, Ohio 43017-4286

and then caused the sealed envelope to be deposited with the United States Post Service, certified mail, return receipt requested, postage prepaid, following ordinary business practices.

By the undersigns' full Commercial Liability, the it is certified and affirmed the above is true, correct, complete and not misleading to the best of his knowledge and belief.

Certified Mail Number:7008 1830 0004 5593 6429

By:

Barry-Henry: Spencer Junior  
With Honor and Without Prejudice  
Barry-Henry: Spencer Junior,  
Sui Juris, Trustee, Bailor,  
Secured Party



Barry-Henry: Spencer Junior  
P.O. Box 1218  
Shirley, MA 01464

April 28, 2010

By First Class Mail

Harvey R. Miller  
Stephen Karotkin  
Joseph H. Smolinsky

WEIL, GOTSHAL & MANGES  
767 Fifth Avenue  
New York, New York 10153

RE: Damage Assessment For Barry-Henry: Spencer Junior  
ADR Exchange Process  
Motor Liquidation Company, Ch. 11 Case No.09-50026

Dear Mr Smolinsky,

It seems that You, and associates have spoken to my Brother, Sylvester-Richard: Spencer, and have been in the process of primacy Exchange of Offers, prior to accepting my Caping Proposal, and sending Your Alternative Dispute Resolution Notice.

So in Good Faith I will give a Ball Park Figure which May Exceed the cap of \$10,000.000, which is an euphemism of my pain, suffering and loss, albeit, the cap, is TEN MILLION. This is Not a Counter Offer, and all rights and remedies are reserved.

GENERAL DAMAGES

Based Upon A Loss By 7 Years

CONSORTIUM \$ 1,800,000

-companionship, affection,  
cooperation, and financial support  
(Mother, 4 siblins, 5 children, 2x wives,  
5 nieces and nephews)

WAGES

-7 yrs at \$50,000 per yr \$ 350,000  
working as Cook

-Private Catering Company (Nafse Catering \$ 750,000  
& Bistro) \$150,000 per yr

MEDICAL BILLS \$ 27,500

-for fractured ribs, pelvis, back disk,  
hands, knees-- Compounded injuries herina,  
head aches, back, shoulder left

DAMAGE ASSESSMENT BARRY H. SPENCER JR.,

BREACH OF MERCANTILE WARRANTY CONTRACT \$ 1,073,000  
 -Accident occurred on July 11, 2003, there  
 was defects with vehicle, but there was no  
 remedy but complaints were lodged with GM & NHTSA

POWER OF ATTORNEY FEES \$ 1,000,000  
 -\$250 per hour for 4,000 hours  
 via Contract

COMPENSATORY DAMAGES \$ 2,000,000  
 -consequential damages  
 -general damages  
 -incidental damages

PUNITIVE DAMAGES \$ 2,000,000

FUTURE DAMAGES \$ 2,000,000  
 -pain and suffering, loss or  
 impairment of earning capacity,  
 and projected medical expenses

Total \$ 10,000,000

Your contention is to hold the cap, at TEN MILLION,  
 so here is my assessment, however, I reserve my right to  
 make changes, and to all remedies.

Question, is can we end this matter, so you can move  
 on to other issues, if this helps to make a decision on  
 your initial offer, I now await your Offer.

With Honor and Without Prejudice,

By:

/s/ Barry-Henry: Spencer Jr

cc file  
 Motor Liquidation Co  
 Sylvester-Richard: Spencer

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
In re

Chapter 11 Case No.

MOTOR LIQUIDATION COMPANY, et al 09-50026  
f/k/a General Motors Corp.,

Debtors.  
-----X

CAPPING PROPOSAL LETTER

Harvey R. Miller  
Stephen Karotkin  
Joseph H. Smolinsky  
WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, New York 10153

ADR Claims Team  
Motor Liquidation Company  
2101 Ceder Springs Road ste 1100  
Dallas, Tx 75201

Dear Mr. Smolinsky,

Predicated upon our last conversation, and your suggestion, via Your Client's intent to lessen the initial Capping proposal to \$9,000,000.00 instead of \$10,000,000.00, I agree, as I am the Claimant, and hereby submit my claim to the capping procedures established in Order pursuant to 11 U.S.C. sec. 105(a) and General Order M-390 Authorizing implementation of alternative dispute procedures, including mandatorily mediation (the ADR Procedures), being one, with a verified Proof of Claim in this matter based upon a matter arising out of Massachusetts (Docker No. 05-2304, however, in the Good faith under the spirit of give and take, I propose a minimum of \$1,000,000.00, since it was taken off the high end, (this proposed minimum in no way effects the Capping herein expressed.

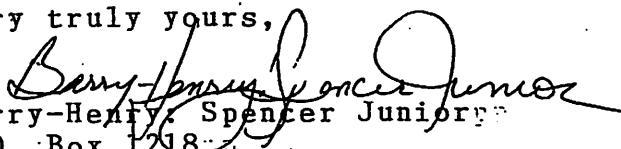
Accordingly, I hereby propose to cap my claim at \$9,000,000.00, per your client's request, from the original \$10,000,000.00 unliquidated amount claim amount (the Claim Amount) with a proposed minimum of \$1,000,000.00 that is not contingent, or based upon acceptance of the Capping Claim Amount.

GM CAPPING PROPOSAL LETTER

I understand and agree pursuant to this ORDER, in congruity with Your Claims Subject to the ADR Procedures this is **not an Excluded Claim** (i) with modified 362 Stay, (ii) claim of \$500,000 or less, (iii) asbestos-related claim, (iv) claim subject to separate order of Bankruptcy Court; Upon receiving this Capping Proposal Letter (along with the Notice of Personal Representative) if accepted by Debtors, they will initiate the ADR Procedures; and will indicate in the ADR Notice that the Claim Amount Cap has been accepted, thus, binding the Claimant to the Claim Amount Cap, with said approval of the Claim Amount Cap, the Debtors will pay for all of the Mediator's fee and costs associated with any subsequent mediation; Rule 408 of the Federal Rules of Evidence shall apply to the ADR Procedures, except as permitted by Rule 408, no person may rely on or introduce as evidence in connection with any arbitral, judicial, or other proceeding, any offers, counteroffers, or any other aspects of the ADR Procedures; and Bankruptcy Rule 9006(a) will apply to all time periods calculated in the ADR Procedures.

I further understand and agree that the Claims Amount Cap includes All damages and relief to which I believe I am entitled, including all interest, taxes, attorney fees, other fees, and cost.

Very truly yours,

By:   
Barry-Henry Spencer Junior  
P.O. Box 1218  
Shirley, MA 01464

Dated: May 17, 2010

cc Sylvester-Richard: Spencer

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re

Chapter 11 Case No.

MOTORS LIQUIDATION COMPANY, et al 09-50026 (REG)  
f/k/a General Motors Corp.,

Debtors

(Jointly Administered)

NOTICE OF PERSONAL REPRESENTATIVE

Now comes Barry-Henry: Spencer Junior and hereby gives  
All parties notice that Sylvester-Richard: Spencer, his  
brother, will act in his interest in this matter, thus,  
having the power to negotiate in the ADR Procedures;  
litigate this matter, gather evidence in the name of his  
brother, or others issues that may be addressed within the  
due course of litigation, only for Barry's interest.

All agreements are subjected to Barry-Henry: Spencer  
Junior's final approval, via signature, however, on minor  
issues Sylvester-Richard: Spencer's signature is same as  
Barry's and will have the same power when used only for  
Barry's interest.

By: Barry-Henry: Spencer Junior  
Barry-Henry: Spencer Junior

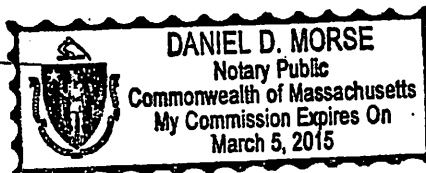
Commonwealth of Massachusetts }

} ss.  
}

County of Middlesex }

On this the 17 day of May, 2010 before me Daniel Morse, the undersigned Notary Public,  
Personally appeared Barry-Henry: Spencer Junior, and proved to me through satisfactory evidence of identity,  
which was MA DOC Inmate ID to be the person whose name was signed in my presence, and who swore or affirmed to  
me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

Daniel Morse  
Notary Public



# MLC

May 24, 2010

**BY FIRST CLASS MAIL**

Barry Henry Spencer Jr.  
P.O. Box 1218  
Shirley, MA 01464

**Re: In re Motors Liquidation Company *et. al.* ("MLC" or the "Debtors")  
Case No. 09-50026 (REG) -ADR Procedures –  
Proof of Claim Nos. 64658 and 64659 (Barry H. Spencer)**

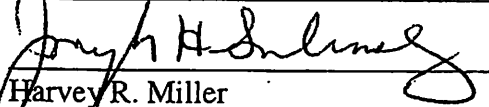
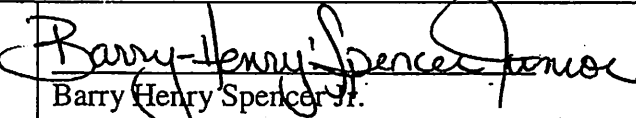
Dear Mr. Spencer,

On or around November 30, 2009 you caused the filing of two Proofs of Claims against Motors Liquidation Company ("MLC"), for the same dollar amount, and on account of the same obligation (*see* Proofs of Claims Nos. 64658 and 64659, a copy of which is annexed herein). \* Please Note – Proofs of Claims were not annexed

As we have discussed, both MLC and you agree that MLC should promptly designate your claim to the alternative resolution procedures established in the Order Pursuant to 11 U.S.C. § 105(a) and General Order M-390 Authorizing Implementation of Alternative Dispute Procedures, Including Mandatory Mediation (the "ADR Procedures") [Docket No. 5037] entered by the United States Bankruptcy Court for the Southern District of New York on February 23, 2010, subject to the following agreements that shall be effective upon the countersignatures of you and your brother Sylvester, as outlined below:

- A. Proof of Claim No. 64659 (the "**Duplicate Claim**") is expunged from the Debtors' claim register as it is a duplicate of Proof of Claim No. 64658 and that the Debtors' claim agent shall be authorized to remove the Duplicate Claim from the Debtors' claim register. Proof of Claim No. 64658 (the "**Surviving Spencer Claim**") shall be subject to the other agreements herein. \* Agreed
- B. The Surviving Spencer claim is capped for all purposes to a general unsecured, nonpriority claim of no more than **\$9,000,000 (nine million dollars)** (the "**Claim Amount Cap**"). \* Agreed.
- C. MLC shall transmit to you at the above address, with a copy to your brother Sylvester at the address set forth in the Surviving Spencer Claim, an ADR Notice (as such term is defined in the ADR Procedures) within five (5) business days of receiving a fully countersigned letter. The ADR Notice shall contain an initial settlement offer to

- resolve the Surviving Spencer Claim of a general unsecured, nonpriority claim against MLC equal to or greater than **\$200,000 (two hundred thousand dollars)** (the **"Claim Settlement Floor."** \* **I OBJECT, pursuant to Your MLC ADR Motion, and ORDER, ALL ADR Claims are \$500,000.00 or above**
- D. In the event the Surviving Spencer Claim is not settled under the ADR Procedures, and a trial court values the Surviving Spencer Claim less than the Claim Settlement Floor or disallows the Surviving Spencer Claim in its entirety, MLC agrees to offer to settle the Surviving Spencer Claim for a general unsecured, nonpriority claim in the amount of **\$200,000 (two hundred thousand dollars)** in exchange for your agreement not to appeal such trial court's determination. Should you or any authorized signatory nevertheless file an appeal to such trial court's determination of the Surviving Spencer Claim (which you shall expressly have a right to do), it is hereby understood that the Debtors shall be relieved of any further obligation to offer any settlement to resolve the Surviving Spencer Claim. **I OBJECT, SEE ABOVE and pg 5, of ADR Motion, Excluded claims not subject to ADR**
- E. By signing this letter, you understand and agree that the Claim Amount Cap includes all damages and relief to which you believe you are entitled to, including all interest, taxes, attorney's fees, other fees, and costs.\* **If I dismiss other US case will MLC - Take liability for other parties**
- F. By signing this letter, you understand that the Claim Amount Cap and any settlement offers in connection with the resolution of the Surviving Spencer Claim shall be for **an allowed general unsecured, nonpriority claim against MLC in full satisfaction of the Surviving Spencer Claim, to be satisfied in accordance with any chapter 11 plan or plans confirmed in the Debtors' chapter 11 cases.**
- G. You further agree that in accordance with the ADR Procedures, your brother Sylvester shall be fully authorized to speak on your behalf and any agreement reached with your brother shall be binding on you in all respects.\* **With My final, review and signature on release,**
- H. In the event this letter is not fully countersigned and returned to Joseph Smolinsky at the undersigned address by June 15, 2010, this offer shall expire and this letter and its contents shall not be admissible in any court under Rule 408 of the Federal Rules of Evidence.\***However, All objects if not addressed are binding and if they are addressed and no agreement is made ADR process**

 Harvey R. Miller Stephen Karotkin Joseph H. Smolinsky  WEIL, GOTSHAL & MANGES LLP 767 Fifth Avenue New York, New York 10153 Telephone: (212) 310-8000 Facsimile: (212) 310-8007 <i>Attorneys for Debtors and Debtors in Possession</i>	 Barry Henry Spencer Jr. P.O. Box 1218 Shirley, MA 01464  CONSENTED AND AGREED TO  _____ Sylvester Richard Spencer
--	--

SEE SPENCER JUNE 1, 2010, letter sister to this

Barry-Henry: Spencer Junior  
care of: P.O. Box 1218 W89745  
Shirley, MA 01464

June 1, 2010

WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, New York 10153  
Attorneys for Debtors

RE: Capping Offer with Claim Settlement Floor  
May 25, 2010 Missive

Dear Mr Smolinsky,

I received your letter, and it seems as though my message and correspondance was not reviewed by your Office, I had taken the liberty to Object to a few issues, First I came from a number in the Proof of Claim, to a Cap of ten million w/ a Claim Settlement Floor of \$500,000.00 Based upon Your Motion, and Your Determinated Excluded Claims, on pg 5 of Your Motion, but, in Bad Faith before the negotiations, you want to undermine and circumvent Your Own words in Ink on Public Record, so I fixed the intent of this Party and Your intent by Your Motion.

My Brother spoken of some other US case, so my question is are you speaking of the duplicate Proof of Claim, please send both, because you neglected to send them, but its not important unless there is a drastict difference in the claims, however I agreed.

Next, I chosen My Brother to Represent Me in this process to make it easier from You, but, if from what I see in the Claim Settlement Floor Bad Faith; off the rip, You can tell Your Client You need to Fly to Boston, and spend a few Days with Me, or, We can All respect the settlement process . . . My brother knows My number, and when You two come within range I wouldn't care if it consist of Cash and Bonds, he'll let me know and he'll tell you to draw up the paper, for my final review and signature. If you have a problem - then Boston's a good state. . . and I would expect if you want to draw out the process the mediation will be



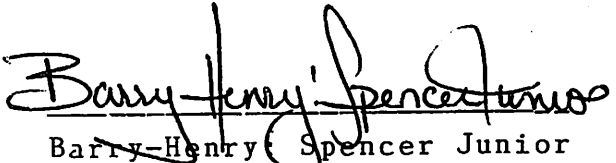
in Boston, so as to not inconvenience my Brother.

Now if at any time these ADR procedures come to settlement, the agreed amount is due to Barry-Henry: Spencer Junior, in exchange for release, accord and satisfaction, and if I have to wait, All interest is due at 18% daily, also if in bad faith MLC attempts to compile All settlement Debt to again, move for voluntary bankruptcy, the Capping Amount of \$9,000,000.00 is the first Debtor and immediately due as a general secured claim, priority claim against MLC and WEIL, GOTSHAL & MANGES and each partner of the the firm, under Caveat Law, with no defense.

---

Harvey R. Miller  
Stephen Karotkin  
Joseph H. Smolinsky

WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, New York 10153

  
Barry-Henry Spencer Junior  
P.O. Box 1218  
Shirley, MA 01464

CONSENTED AND AGREED TO

---

Sylvester-Richard Spencer

Further, Attorneys for the Debtor will provide All Documents of intended use for the ADR process, not limited to All reports of the vehicle in question prior to 2003, and after; All interdepartmental discovery concerning recall; NHTSA (National Highway Traffic Safety Association) correspondence, Expert testimony reduced to written form, and the Mediation Rules and All evidence able to be used by Both Parties, not excluding and documents, not mentioned. Also whether NationsBanc Auto Leasing, Inc., is another MLC company and their records concerning the vehicle - ONLY IF THE PROCESS GOES TO MEDIATION.